

# Terms & Conditions

All bookings made from the Hillwalk Scotland website are subject to the terms and conditions set out below. Your statutory rights are not affected.

All holidays are operated by Hillwalk Tours Limited, an Irish-registered Company. Whether the holiday is arranged directly with Hillwalk Scotland or through a third party, your contract is with Hillwalk Tours Limited.

## 1. Booking

- a. In order to reserve a place on one of our walking tours/holidays, the customer must pay the specified deposit at the time of placing the booking. This deposit is non-refundable except in the case of cancellation of the walking tour by Hillwalk Tours Limited due to the fact that the minimum number of customers for our guided walks has not been met – see point 2.d. below.
- b. The full balance of the holiday is due 42 days (6 weeks) prior to the start date of the holiday.
- c. If the full balance of the holiday price is not received within 6 weeks of the start date of the holiday, Hillwalk Tours Limited reserves the right to cancel the booking.

## 2. Modification or Cancellation of a walking tour by the Business

- a. We endeavour to operate all our tours as advertised. However, we reserve the right to modify or cancel any tour up to four weeks before the start date of the holiday.
- b. Hillwalk Tours Limited undertakes not to cancel or modify any tour within four weeks of the holiday start date unless forced to do so by circumstances beyond its reasonable control.
- c. In the event that we have to cancel a tour, the customer shall receive a full refund of the monies paid to us but will not be entitled to any further sum by way of compensation, damages or otherwise arising from said cancellation. This applies no matter when the tour is cancelled.
- d. Should we decide to offer guided walks, these will be dependent upon a minimum number of customers. Where the minimum number of customers has not been met six weeks prior to the start date, Hillwalk Tours Limited is entitled to cancel the holiday. Every effort will be made to find another walk that is convenient for you or, alternatively, all monies paid to Hillwalk Tours Limited shall be refunded to the customer. However, Hillwalk Tours Limited is not responsible for any additional expenses that may have been incurred by the customer in preparing the trip.
- e. Force Majeure: Where war or terrorist activities, threatened or actual, civil unrest, industrial action, threatened or actual, weather conditions, fire, flood, drought, airport regulations or closures, unforeseen alterations to public transport schedules and rescheduling of aircraft or any other event outside the control of the Hillwalk Tours Limited either delays or extends the tour or compels a change in prior arrangements, the Business cannot accept liability for any resulting loss, damage or expense to the customer.

## 3. Customer Cancellation or Modification

- a. Where the customer wishes to modify the walking tour arrangements after Hillwalk Tours Limited had accepted and confirmed the booking, an administration fee of €30 per booking plus any additional costs incurred will be charged to the customer.
- b. Where the customer cancels the tour after Hillwalk Tours Limited has accepted the booking, or where Hillwalk Tours Limited cancels the holiday due to customer non-payment, the following charges shall apply:

Over 6 weeks before tour start date:                      Deposit of €100 per person

6 to 4 weeks before tour start date:	50% of tour price
4 to 2 weeks before tour start date:	80% of tour price
Less than 2 weeks before tour start date:	100% of tour price

#### 4. Hillwalk Tours Limited's Liability to the Customer

- a. Although we take the greatest care to ensure that everything runs smoothly on your trip, accidents can happen. For this reason, Hillwalk Tours Limited strongly encourages you to take out adequate insurance cover prior to travel for loss or damage to personal property, personal injury or illness, medical expenses and cancellation expenses. Please note that neither Hillwalk Tours Limited, its employees nor its agents can accept any liability relating to personal injury or illness, loss or damage to personal equipment, or any other unforeseen events that occur during your walking tour.
- b. Any information or advice provided by Hillwalk Tours Limited on matters such as walking routes, climate, clothing, travel documents, baggage, special equipment etc. is given in good faith but without responsibility on the part of the Business.
- c. The customer accepts responsibility for obtaining any necessary visas and travel documents needed for the holiday.

#### 5. Jurisdiction

- a. This contract is made on the terms of these booking conditions which are governed by Irish Law and customers shall submit to the jurisdiction of the Irish Courts.

#### 6. Tour information

- a. This website includes general descriptions of the various tours available, specifically outlining the itinerary and services included in the price. Changes in any or all of these items may need to be made from time to time, and you should request a detailed dossier for up to date information about the tour.
- b. Our website contains statements representing its honest belief that the facts as shown are correct. Every reasonable effort has been made to fully describe the tours offered and every reasonable attempt will be made to honour what has been described.
- c. Hillwalk Tours Limited reserves the right to make changes to the information, prices and itineraries set out in the website and provided such changes have been notified to the customer prior to the submission of a booking form, such changes shall be binding on the parties.
- d. Any likeness of you secured or taken on any of our trips may be used by the Hillwalk Tours Limited without charge in all media, for bona fide promotional or marketing purposes, including without limitation promotional materials of any kind, such as brochures or on the Internet.

#### 7. Luggage Transfer Service

- a. An upper weight limit of 15kg per person applies to the luggage transfer service included in all our walking tour packages. Hillwalk Tours Limited reserves the right to refuse the transfer of loads which exceed this limit.

#### 8. Special Offers & Discounts

- a. Special offers or discounts cannot be used in conjunction with any other existing offers.
- b. All reductions apply to the tour price only. Single supplement charges and extra night costs will be incurred as normal where applicable.
- c. All offers are subject to availability.